

APPENDIX A
DMTV CELLULAR PARTNERSHIP

John P. Dolphin
3897 Sylvan Drive
York, Pennsylvania 17402
717-757-2935

400
208

Carmen V. Maloney
26 Old Field Road
Setauket, New York 11733
516-751-4713

208

Agnes R. Traynor
217 Prospect Drive
Wilmington, Delaware 19803
302-478-0699

208

Julio A. Vega
26 Old Field Road
Setauket, New York 11733
516-751-4713

208

J. Robert Brubaker
725 Mt. Herman Blvd.
York, Pennsylvania 17402
717-755-0430

208

Form with multiple lines for text entry, possibly a signature or contact information form.

DMTV CELLULAR PARTNERSHIP

Partnership Signature Page

The undersigned Partner in the DMTV Cellular Partnership ("Partnership") hereby confirms its, his or her participation in the Partnership, and accepts the terms of the Partnership Agreement dated June 1, 1988 which was attached to this signature page.

NOTES TO PARTNER:

1. You must complete all information requested below.
2. IT IS YOUR RESPONSIBILITY TO KEEP THE PARTNERSHIP NOTIFIED OF NAME AND ADDRESS CHANGES. FAILURE TO DO SO COULD RESULT IN LOSS OR DILUTION OF YOUR INTEREST.

Any changes in any of the following information should be immediately reported to the Executive Committee at the following address indicated in your copy of the Partnership Agreement.

Signature:

J Robert Crupaker

Date:

6-15-88

Full Name of Partner:

J ROBERT CRUPAKER

Mailing Address of Partner:

725 MT HERMAN Blvd
YORK, PA 17402

Telephone Numbers of Partner:

Daytime: (717) 755-0430

Evening: () " " 845-6032

Partner's Social Security Number:

201-24-4315

DMTV CELLULAR PARTNERSHIP

Partnership Signature Page

The undersigned Partner in the DMTV Cellular Partnership ("Partnership") hereby confirms its, his or her participation in the Partnership, and accepts the terms of the Partnership Agreement dated June 1, 1988 which was attached to this signature page.

NOTES TO PARTNER:

1. You must complete all information requested below.
2. IT IS YOUR RESPONSIBILITY TO KEEP THE PARTNERSHIP NOTIFIED OF NAME AND ADDRESS CHANGES. FAILURE TO DO SO COULD RESULT IN LOSS OR DILUTION OF YOUR INTEREST.

Any changes in any of the following information should be immediately reported to the Executive Committee at the following address indicated in your copy of the Partnership Agreement.

Signature: Julio A. Vega

Date: 6/4/88

Full Name of Partner: Julio A. Vega

Mailing Address of Partner: 260 Old Field Road

Setauket, New York 11733

Telephone Numbers of Partner:

Daytime: (516) 751-4713

Evening: (516) 751-4713

Partner's Social Security Number: 057-30-0937

DMTV CELLULAR PARTNERSHIP

Partnership Signature Page

The undersigned Partner in the DMTV Cellular Partnership ("Partnership") hereby confirms its, his or her participation in the Partnership, and accepts the terms of the Partnership Agreement dated June 1, 1988 which was attached to this signature page.

NOTES TO PARTNER:

1. You must complete all information requested below.
2. IT IS YOUR RESPONSIBILITY TO KEEP THE PARTNERSHIP NOTIFIED OF NAME AND ADDRESS CHANGES. FAILURE TO DO SO COULD RESULT IN LOSS OR DILUTION OF YOUR INTEREST.

Any changes in any of the following information should be immediately reported to the Executive Committee at the following address indicated in your copy of the Partnership Agreement.

Signature: [Signature]

Date: 6/1/88

Full Name of Partner: John P. Delphin

Mailing Address of Partner: 3897 Sullivan Dr.
York, PA 17402

Telephone Numbers of Partner:

Daytime: (717) 757-2935

Evening: (717) 757-2935

Partner's Social Security Number: 159-46-4593

DMTV CELLULAR PARTNERSHIP

Partnership Signature Page

The undersigned Partner in the DMTV Cellular Partnership ("Partnership") hereby confirms its, his or her participation in the Partnership, and accepts the terms of the Partnership Agreement dated June 1, 1988 which was attached to this signature page.

NOTES TO PARTNER:

1. You must complete all information requested below.
2. IT IS YOUR RESPONSIBILITY TO KEEP THE PARTNERSHIP NOTIFIED OF NAME AND ADDRESS CHANGES. FAILURE TO DO SO COULD RESULT IN LOSS OR DILUTION OF YOUR INTEREST.

Any changes in any of the following information should be immediately reported to the Executive Committee at the following address indicated in your copy of the Partnership Agreement.

Signature: Agnes Traynor Date: 6/15/88

Full Name of Partner: Agnes Traynor

Mailing Address of Partner: 217 Prospect Drive
Wilmington, Delaware 19803

Telephone Numbers of Partner:

Daytime: (302) 478-0699

Evening: (302) 478-0699

222-07-2568

Partner's Social Security Number: ~~222-07-2568~~

Riders

1. Under no circumstances does the Partner agree to be bound by a recourse financing agreement if an RFA is awarded.
2. Managing partner will make every effort to prevail upon large partnership to incorporate or form limited partnerships to limit liability.

DMTV CELLULAR PARTNERSHIP

Partnership Signature Page

The undersigned Partner in the DMTV Cellular Partnership ("Partnership") hereby confirms its, his or her participation in the Partnership, and accepts the terms of the Partnership Agreement dated June 1, 1988 which was attached to this signature page.

NOTES TO PARTNER:

1. You must complete all information requested below.
2. IT IS YOUR RESPONSIBILITY TO KEEP THE PARTNERSHIP NOTIFIED OF NAME AND ADDRESS CHANGES. FAILURE TO DO SO COULD RESULT IN LOSS OR DILUTION OF YOUR INTEREST.

Any changes in any of the following information should be immediately reported to the Executive Committee at the following address indicated in your copy of the Partnership Agreement.

Signature: X Carmen V. Maloney Date: X 6/4/88
Full Name of Partner: Carmen V. Maloney
Mailing Address of Partner: 26 Old Field Road
Setauket, New York 11733

Telephone Numbers of Partner:

Daytime: (516) 751-4713

Evening: (516) 751-4712

Partner's Social Security Number: X 079-54-9778

ATTACHMENT E

DATE	10/10/10
TIME	10:10
LOCATION	10:10
DESCRIPTION	10:10
REMARKS	10:10
SIGNATURE	10:10
DATE	10/10/10
TIME	10:10
LOCATION	10:10
DESCRIPTION	10:10
REMARKS	10:10
SIGNATURE	10:10

DECLARATION

I, Kenneth D. Kline, do hereby declare under penalty of perjury the following:

1. I am a partner in Cellular Dreams Partnership which holds a 4% interest in Alee Cellular Communications.

2. I attempted to transfer one-half of my 20% interest in Cellular Dreams to J. Robert Brubaker, a non-partner, who had agreed to transfer one-half of his interest in DMTV partnership (a 4.620% partner in RSA applicant Centaur Partnership) to me.

3. I understand that Section 6.1 of the Cellular Dreams Partnership Agreement prohibits partners from selling, assigning or transferring their interests in the partnership without the approval of the Executive Committee.

4. I did not seek the approval of, nor did I receive approval from, the Cellular Dreams Executive Committee for the transfer of one-half of my interest in Cellular Dreams to Mr. Brubaker. Therefore, I understand the attempted transfer was without effect, and that I retain my full 20% interest in Cellular Dreams. I also understand that since Mr. Brubaker did not receive the requisite Executive Committee approval for the transfer of his DMTV interest to me, he was unable to transfer his interest to me.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 25 day of April, 1990.


Kenneth D. Kline

[illegible]

DECLARATION

I, J. Robert Brubaker, do hereby declare under penalty of perjury the following:

1. I am a partner in DMTV Cellular Partnership which holds a 4.620% interest in Centaur Partnership.

2. I attempted to transfer one-half of my 20% interest in DMTV to Kenneth D. Kline, a non-partner, who had agreed to transfer one-half of his 20% interest in Cellular Dreams Partnership (a 4.0% partner in RSA applicant Alee Cellular Communications) to me.

3. I understand that Section 6.1 of the DMTV Partnership Agreement prohibits partners from selling, assigning or transferring their interests in the partnership without the approval of the Executive Committee.

4. I did not seek the approval of, nor did I receive approval from, the DMTV Executive Committee for the transfer of one-half of my interest in DMTV to Mr. Kline. Therefore, I understand the attempted transfer was without effect, and that I retained my full 20% interest in DMTV. I also understand that since Mr. Kline did not receive the requisite Executive Committee approval for the transfer of his interest to me, he retains that interest.


5. After entering my agreement with Mr. Kline, but prior to the lottery for RSA No. 613A, I entered an agreement to transfer my interest in DMTV, along with the interest that I thought I had obtained from Mr. Kline, to John Dolphin, another partner in DMTV. I understand that my attempt to transfer what

had been Mr. Kline's interest was without effect since I had never effectively obtained that interest from Mr. Kline.

6. No approval of the Centaur Partnership was sought for the transfer of my interest in DMTV to Mr. Dolphin. We did not consider the transaction a transfer of interest in Centaur (which would have required the unanimous consent of all Centaur partners under paragraph 13 of the Centaur Partnership Agreement) because DMTV remained the partner in Centaur, Mr. Dolphin had been and would continue to be a partner in DMTV, and no new partners were being admitted to DMTV as a result of the transaction.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 25th day of April, 1990.


J. Robert Brubaker

02310

"e."

ATTACHMENT G

[Illegible text]	
[Illegible text]	
[Illegible text]	
[Illegible text]	[Illegible text]
[Illegible text]	[Illegible text]
[Illegible text]	[Illegible text]
[Illegible text]	
[Illegible text]	
[Illegible text]	

ATTACHMENT H

DATE: 10/10/10	
TIME: 10:00	
LOCATION: 1000	
PERSON: 1000	
REASON: 1000	
ACTION: 1000	
RESULT: 1000	
STATUS: 1000	
REMARKS: 1000	

RECEIVED
MAY 20 1986

DECLARATION UNDER PENALTY OF PERJURY
OF WILLIAM ROBERT TURNER

OFFICE OF THE SECRETARY

I, WILLIAM ROBERT TURNER, hereby state the following:

I am Managing Partner of GTRW Limited Partnership ("GTRW or Applicant"), formerly GTRW Partnership, the non-wireline winner of the Domestic Public Cellular Telecommunication Service lottery for the Erie, Pennsylvania MSA held on April 21, 1986.

Pursuant to the Federal Communications Commission's Public Notice of April 23, 1986, and the Sections 22.918 and 1.65 of the Commission's Rules, GTRW Partnership makes the following minor amendments and informational amendments to its Erie, Pennsylvania cellular application (File No. 16233-CD-P-130-A-86):

B Ownership of Applicant

The identify of all the owners of GTRW, their ownership interests, and their citizenship is reported below. The ownership reflects the terms of the GTRW Limited Partnership Agreement entered into on May 3, 1986. The partnership is composed of the following individuals who hold the following interests, and Exhibit 1 is hereby amended accordingly:

<u>Name and Address</u>	<u>Percentage and Type of Interest</u>	<u>Citizenship</u>	<u>Occupation</u>
William R. Turner 2323 Pipe Bend Drive Katywood, TX 77339	25% General Partner	U.S.	Oil Business
Jane W. Grant 4700 Riverview Rd., N.W. Atlanta, GA 30327	25% General Partner	U.S.	Housewife
Donal Rude 149 Calvert Court Oakland, CA 94011	12.5% General Partner	U.S.	Construction

<u>Name and Address</u>	<u>Type of Interest</u>	<u>Citizenship</u>	<u>Occupation</u>
Judith Whiteley 12128 Myriad Court Saratoga, CA 95070	12.5% Limited Partner	U.S.	Housewife
Oscar Martin 2209 Elido Drive San Jose, CA 95131	12.5% General Partner	U.S.	Meteorologist
Lynn Knight 1725 Taylor Street San Francisco, CA 94133	12.5% General Partner	U.S.	Sales Agent

None of the above-named individuals has previously been involved in the communications business, and this is their first venture directed toward obtaining a Federal Communications Commission radio license.

II) FCC Form 401, Item 11

Item 11 on the FCC Form 401 should be amended to read "Does Not Apply". GTRW is a partnership, not a corporation and therefore Item 11 of the Form 401 is inapplicable to it. In fact, Item 10 and Exhibit I of the application correctly state that GTRW is a partnership formed under the laws of the State of Texas.

✓ The application as filed stated that Judith L. Whiteley and Donal Rude were 25% partners in GTRW, which is incorrect. Their interests are 12.5% each. ✓ Ms. Whiteley's Canadian citizenship was not reported. ✓ The application omitted reference to the minority non-controlling interests of general partners Oscar Martin and Lynn Knight, who each hold a 12.5% interest in the partnership. The GTRW Limited Partnership Agreement provides that Ms. Whiteley's interest in GTRW is solely that of a limited

CERTIFICATE OF SERVICE

I, Sue W. Bladek, do hereby certify that on the 30th day of April, 1990, I served by hand or by First Class U.S. mail, postage prepaid, a copy of the foregoing letter to Donna Searcy on the following:

David Kaufman, Esq.
Brown, Finn & Nietert Chartered
1920 N Street, N.W.-Suite 660
Washington, D.C. 20036

David L. Hill, Esq.
O'Connor & Hannan
1919 Pennsylvania Ave, N.W.
Suite 800
Washington, D.C. 20006

Alan Y. Naftalin, Esq.
Koteen & Naftalin
1150 Connecticut Avenue, N.W.
Washington, D.C. 20036

William J. Franklin, Esq.
Pepper & Corazzini
1776 K Street, N.W. Suite 200
Washington, D.C. 20006

Eliot J. Greenwald, Esq.
Scott R. Flick, Esq.
Fisher, Wayland, Cooper & Leader
1255 23rd Street, NW-Suite 800
Washington, D.C. 20037

Carl W. Northrop, Esq.
Bryan, Cave, McPheeters
& McRoberts
1015 15th Street, N.W.
Washington, D.C. 20005

Donald J. Evans, Esq.
McFadden, Evans & Sill
1220 Nineteenth Street, N.W.
Washington, D.C. 20036

Russell D. Lukas, Esq.
Lukas, McGowan, Nace &
Gutierrez, Chartered
1819 H Street, N.W.
Washington, D.C. 20006

James F. Ireland
Cole, Raywid & Braverman
1919 Pennsylvania Avenue, N.W.
- Suite 200
Washington, D.C. 20006

Gregory J. Vogt
Abraham Lieb
Carmen A. Borkowski
Federal Communications
Commission
1919 M Street, NW - Room 644
Washington, D.C. 20554

John E. Ingle, Esq.
Robert L. Cook, Esq.
Office of the General Counsel
Federal Communications Commission
1919 M Street, NW - Room 602
Washington, D.C. 20554

APPROVED FOR DEPOSITION	
<u>Sue W. Bladek</u>	
Sue W. Bladek	
_____ E. Blunt	_____ J. Blunt
_____ K. Blunt	_____ L. Blunt
_____ M. Blunt	_____ N. Blunt
_____ O. Blunt	_____ P. Blunt
_____ Q. Blunt	_____ R. Blunt
_____ S. Blunt	_____ T. Blunt
_____ U. Blunt	_____ V. Blunt
_____ W. Blunt	_____ X. Blunt
_____ Y. Blunt	_____ Z. Blunt

1

EXHIBIT 3

\$92.3(a)(7) and \$22.917(c)
Revised May, 1992

COST OF CONSTRUCTION AND OPERATION;
FINANCIAL QUALIFICATIONS

The Applicant is substituting for the Columbia Security and Transfer financial commitment, a new commitment from a new source. A copy of the commitment letter is attached hereto.

The construction and first year operating costs demonstrated in Table 1 to the original Exhibit 3 remain unchanged.

The new commitment provides \$835,000 for equipment, related construction costs and operating funds. The Applicant's estimated costs of construction and first year operation total \$817,000. Thus, the Applicant has available sufficient funds to meet its estimated first year construction and operating costs and remains financially qualified.

Attachment

2985h

2985h

APPROVED FOR THE BOARD OF DIRECTORS

DATE: 10/10/92

BY: [Signature]

FOR THE BOARD OF DIRECTORS

DATE: 10/10/92

BY: [Signature]

FOR THE BOARD OF DIRECTORS

DATE: 10/10/92

BY: [Signature]

FAIRMOUNT FINANCIAL CORPORATION
3355 West Alabama, Suite 1140
Houston, Texas 77098

May 8, 1992

Ms. Becky Jo Clark
Alae Cellular Communications
602-7 College Avenue
Clemson, South Carolina 29631

Dear Ms. Clark:

In consideration of a non-refundable payment of Five Thousand Dollars (\$5,000) by not later than May 13, 1992, and the mutual promises made herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Fairmount Financial Corporation (the "Lender"), hereby agrees to provide Alae Cellular Communications ("Customer") with a firm financial commitment for a maximum amount of \$835,000 for use in connection with the construction and first year operations of a rural cellular system ("System") to be licensed by the Federal Communications Commission ("FCC") in the Texas 21 Rural Service Area.

Lender has reviewed and evaluated Customer's financial condition in accordance with its usual practices and has determined that Customer is credit worthy and the market viable for the amount specified. This commitment is contingent upon Customer receiving an FCC construction permit for the Texas RSA 21. Customer and Lender agree within nineteen (19) days of the date hereof to execute an equipment purchase or leasing agreement, financing agreement and management agreement, all of such being acceptable to Lender.

Lender acknowledges that this commitment is not in any way guaranteed by any entity other than Customer and that its willingness to enter into this commitment is based solely on its relationship with Customer.

Lender will extend the loan contemplated by this commitment under the following terms and conditions:

1. Amount: Not to exceed \$835,000;
2. Interest Rate: Chase Manhattan Prime rate plus 3%;
3. Term: Seven (7) years with interest only during the first 3 years. For the remaining 4 years of the loan, payments will include interest and principal reduction, based on a 7 year amortization schedule. At the end of

Page 2

the seven years, a balloon payment equal to the remaining unpaid principal balance will be due and payable.

Customer further agrees to provide Lender with a continuing security interest with a first priority in all of the tangible and intangible assets including, if not contrary to applicable law and/or FCC rules, the FCC license to operate, owned by Customer wherever located, whether now owned or hereafter acquired and in all proceeds and products thereof. Lender acknowledges and recognizes that any grant by Customer of the security interest in its FCC license is subject to restrictions imposed by the FCC on the Customer's ability to assign interest in or to transfer control of an FCC license or any other authorizations. In the event of a default, Lender agrees to give a minimum of ten (10) days notification to Customer and the FCC before any such equipment is repossessed under provisions as agreed to and any financing agreement.

Lender certifies to the FCC that it has sufficient funds available to complete this financing. See copies of attached financial statements. The funds to be provided to Customer under this commitment have not been committed to any other cellular applicant.

This commitment is subject to the receipt by Customer of the FCC authorization for the non-wireline cellular system for Texas RSA 21. The issuance of the authorization by the FCC must be uncontested and not subject to further protests unless such conditions are waived by Lender. Any and all legal proceedings, petitions, and/or filings by interested parties must be favorably resolved toward Customer and finalized by the FCC, including but not limited to the specific ultimate disposition of issues surrounding the Mutual Contingent Risk Sharing Agreement as specified in CC Docket No. 91-142, unless such conditions are waived by Lender.

The parties acknowledge that it may be necessary to make post-grant changes in the System design to reflect prevailing economic and market changes and conditions including new antenna sites. The financial commitment provided herein shall apply to any such System redesign, provided that such redesign does not entail any increase in Lender's financial commitment. It is agreed that the initial System shall not exceed the size determined to be sufficient for the market based upon reasonable and prudent industry standards.

1. 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352

Also Cellular Communications

MAY 8, 1992

Page 3

This commitment expires twelve (12) months from the date hereof or upon the FCC's dismissal of Customer's application for Texas RSA 21 by final order, whichever occurs first.

Very truly yours,

H. B. Sovay, Jr.
H. B. SOVAY, JR.
President

AGREED TO AND ACCEPTED BY CUSTOMER
THIS 2 DAY OF MAY, 1992.

By: Becky J. Clark
Partner

The above-named party represents and warrants to Lender that he or she has the requisite authority to sign on behalf of Customer and bind Customer to the terms hereof.

1. Mr. J. Edgar Hoover
 2. Mr. Clegg
 3. Mr. Glavin
 4. Mr. Ladd
 5. Mr. Nichols
 6. Mr. Rosen
 7. Mr. Tracy
 8. Mr. Carson
 9. Mr. Egan
 10. Mr. Gurnea
 11. Mr. Hendon
 12. Mr. Mumford
 13. Mr. Quinn
 14. Mr. Nease
 15. Mr. Gandy

MID-SOUTH TELECOMMUNICATIONS, INC.
3355 West Alabama, Suite 1140
Houston, Texas 77098

May 8, 1992

Fairmount Financial Corporation
3355 West Alabama, Suite 1140
Houston, Texas 77098

Gentlemen:

We, Mid-South Telecommunications, Inc. ("MST"), hereby confirm that MST will provide funding to you, Fairmount Financial Corporation ("FFC") in the form of suitable financial arrangements up to an amount of \$835,000 (Eight hundred thirty-five thousand dollars) for FFC to issue a financing commitment letter to Alee Cellular Communications ("Alee") in connection with Alee's application to the Federal Communications Commission ("FCC") for a construction permit for the Texas 21 - Chambers Rural Service Area, all being subject to the terms of your attached form commitment letter to Alee.

MST acknowledges that FPC will use this letter to prove its financing ability to Alee as well as to the FCC. Attached is MST's most current financial statement.

Very truly yours,

MID-SOUTH TELECOMMUNICATIONS, INC.

H.E. Bovay, Jr.
President

[illegible]

(

CURRENT ASSETS

NOTES RECEIVABLE

MARKETABLE SECURITIES

ARNEST MONEY

5,481,039.32

17,873,154.30

25,000.00

23,837,497.55

'FICE EQUIPMENT

4,608.98

REAL FIXED ASSETS

7,396.42

INVESTMENTS - U.S. COMPUTEL, INC.

116,002.00

2,002.52

224,954.82

5,950,000.00

6,292,959.34

30,137,853.31

[Faint, illegible text from bleed-through]

MID-SOUTH TELECOMM., INC.
BALANCE SHEET WITHOUT AUDIT
APRIL 30th, 1992

LIABILITIES AND CAPITAL

LIABILITIES

RENT LIABILITIES

EDMAN, SACHS-MARGIN LOAN

4,035,541.86

M NOTE

1,900,000.00

MILLER TRUST NOTE

300,000.00

MILLER TRUST NOTE

300,000.00

MILLER TRUST NOTE

300,000.00

AL CURRENT LIABILITIES

6,835,541.86

LONG TERM LIABILITIES

E. BOVAY, JR. - NP

500,000.00

BANK LOAN AGRMT #T6407

2,081,986.00

BANK LOAN AGRMT #S6725

785,321.83

AL LONG TERM LIABILITIES

3,367,307.83

DEFERRED LIABILITIES

PENSION TRUST - FORMER EMPLOYEE

245.87

PENSION TRUST - MS EMPLOYEE

16,991.57

FED. INCOME TAX

6,059,611.74

LOSS - INFO GROUP

(209,098.41)

AL DEFERRED LIABILITIES

5,867,750.77

AL LIABILITIES

16,070,600.46

STOCKHOLDERS EQUITY

COMMON STOCK PAR VALUE

275,000.00

ADDITIONAL PAID IN CAPITAL

3,293.00

UNRECOGNIZED GAIN/LOSS

2,958,723.37

DIVIDENDS PAID

(2,224.08)

ACCUMULATED EARNINGS

10,820,101.25

CURRENT EARNINGS

12,359.31

AL STOCKHOLDERS EQUITY

14,067,252.85

AL LIABILITIES & STOCKHOLDERS EQUITY

30,137,853.31

MID-SOUTH TELECOMM., INC.
 SCHEDULE OF: CASH IN BANK
 APRIL 30th, 1992

	CURRENT PERIOD	YEAR TO DATE
ESTHEIMER BANK #0014915-01	56,713.62	66,690.45
VER OAKS BANK #1016393	(12.50)	558.26
OUTWEST BANK TEXAS #9005277	(17.49)	409.27
OUTWEST BANK (DBPT) #0030600	0.00	27,115.85
	<hr/> 56,683.63	<hr/> 94,773.83

APPROVED BY _____

DATE _____

MID-SOUTH TELECOMM., INC.
SCHEDULE OF: NOTES RECEIVABLE
APRIL 30th, 1992

NTEX BEVERAGE, INC.
CABLE, O.B. (#1)
CABLE, O.B. (#2)

**CURRENT
PERIOD**

**YEAR
TO DATE**

0.00

3,600,000.00

0.00

734,182.00

(53,000.00)

1,146,857.32

(53,000.00)

5,481,039.32



[Faint, illegible text from bleed-through]

1. General
 2. Specific
 3. Particular
 4. Detail
 5. Example
 6. Illustration
 7. Case
 8. Instance
 9. Case
 10. Example
 11. Illustration
 12. Case
 13. Instance
 14. Case
 15. Example
 16. Illustration
 17. Case
 18. Instance
 19. Case
 20. Example
 21. Illustration
 22. Case
 23. Instance
 24. Case
 25. Example
 26. Illustration
 27. Case
 28. Instance
 29. Case
 30. Example
 31. Illustration
 32. Case
 33. Instance
 34. Case
 35. Example
 36. Illustration
 37. Case
 38. Instance
 39. Case
 40. Example
 41. Illustration
 42. Case
 43. Instance
 44. Case
 45. Example
 46. Illustration
 47. Case
 48. Instance
 49. Case
 50. Example
 51. Illustration
 52. Case
 53. Instance
 54. Case
 55. Example
 56. Illustration
 57. Case
 58. Instance
 59. Case
 60. Example
 61. Illustration
 62. Case
 63. Instance
 64. Case
 65. Example
 66. Illustration
 67. Case
 68. Instance
 69. Case
 70. Example
 71. Illustration
 72. Case
 73. Instance
 74. Case
 75. Example
 76. Illustration
 77. Case
 78. Instance
 79. Case
 80. Example
 81. Illustration
 82. Case
 83. Instance
 84. Case
 85. Example
 86. Illustration
 87. Case
 88. Instance
 89. Case
 90. Example
 91. Illustration
 92. Case
 93. Instance
 94. Case
 95. Example
 96. Illustration
 97. Case
 98. Instance
 99. Case
 100. Example
 101. Illustration
 102. Case
 103. Instance
 104. Case
 105. Example
 106. Illustration
 107. Case
 108. Instance
 109. Case
 110. Example
 111. Illustration
 112. Case
 113. Instance
 114. Case
 115. Example
 116. Illustration
 117. Case
 118. Instance
 119. Case
 120. Example
 121. Illustration
 122. Case
 123. Instance
 124. Case
 125. Example
 126. Illustration
 127. Case
 128. Instance
 129. Case
 130. Example
 131. Illustration
 132. Case
 133. Instance
 134. Case
 135. Example
 136. Illustration
 137. Case
 138. Instance
 139. Case
 140. Example
 141. Illustration
 142. Case
 143. Instance
 144. Case
 145. Example
 146. Illustration
 147. Case
 148. Instance
 149. Case
 150. Example
 151. Illustration
 152. Case
 153. Instance
 154. Case
 155. Example
 156. Illustration
 157. Case
 158. Instance
 159. Case
 160. Example
 161. Illustration
 162. Case
 163. Instance
 164. Case
 165. Example
 166. Illustration
 167. Case
 168. Instance
 169. Case
 170. Example
 171. Illustration
 172. Case
 173. Instance
 174. Case
 175. Example
 176. Illustration
 177. Case
 178. Instance
 179. Case
 180. Example
 181. Illustration
 182. Case
 183. Instance
 184. Case
 185. Example
 186. Illustration
 187. Case
 188. Instance
 189. Case
 190. Example
 191. Illustration
 192. Case
 193. Instance
 194. Case
 195. Example
 196. Illustration
 197. Case
 198. Instance
 199. Case
 200. Example
 201. Illustration
 202. Case
 203. Instance
 204. Case
 205. Example
 206. Illustration
 207. Case
 208. Instance
 209. Case
 210. Example
 211. Illustration
 212. Case
 213. Instance
 214. Case
 215. Example
 216. Illustration
 217. Case
 218. Instance
 219. Case
 220. Example
 221. Illustration
 222. Case
 223. Instance
 224. Case
 225. Example
 226. Illustration
 227. Case
 228. Instance
 229. Case
 230. Example
 231. Illustration
 232. Case
 233. Instance
 234. Case
 235. Example
 236. Illustration
 237. Case
 238. Instance
 239. Case
 240. Example
 241. Illustration
 242. Case
 243. Instance
 244. Case
 245. Example
 246. Illustration
 247. Case
 248. Instance
 249. Case
 250. Example
 251. Illustration
 252. Case
 253. Instance
 254. Case
 255. Example
 256. Illustration
 257. Case
 258. Instance
 259. Case
 260

	CURRENT PERIOD	YEAR TO DATE
BANK STOCK INVESTMENT	0.00	191,837.71
CHESTER TELE SHARES HELD	(172,995.00)	14,235,996.70
CHESTER TELE U/R GAIN	(973,879.14)	3,010,809.18
FC CLOSING COSTS - INVSTMT	0.00	434,510.71
	<hr/>	<hr/>
	(1,146,874.14)	17,873,154.30

[illegible]

NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

Aeronautical Study Number

U.S. Department of Transportation
Federal Aviation Administration
Notice of Proposal

<input type="checkbox"/> New Construction <input type="checkbox"/> Alteration	B. Class <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary (Duration _____ months)	C. Work Schedule Dates Beginning <u>To Be</u> End <u>Determined</u>
--	---	---

3A. Name and address of individual, company, corporation, etc. proposing the construction or alteration. (Number, Street, City, State and Zip Code.)

(201) 276-0745
area code Telephone Number

Alec Cellular Communications
106 Cranford Ave.
Cranford, NJ. 07016

5. Name, address and telephone number of applicant's representative, if different than 3 above.

Cellular Engineering, Inc.
P.O. Box 2558
Placerville, CA 95667 (916) 642-8809

2. Complete Description of Structure

A. Include effective radio-aid tower and assigned frequency of all existing proposed or modified AM, FM, or TV broadcast stations utilizing this structure.

B. Include size and configuration of power transmission lines and their supporting towers in the vicinity of FAA facilities and public airports.

C. Include information showing size, orientation, dimensions and construction materials of the proposed structure.

A. 100 Watts E.R.P.
870 MHz Cellular Band

B. NONE

C. 98' Self Supported Tower
with 3 Cellular Antennae

(If more space is required, continue on a separate sheet.)

4. Location of Structure

A. Coordinates (To nearest second)	B. Nearest City or Town, and State	C. Name of nearest airport, harbor light/dark or seaplane base
29° 48' 18" N 94° 28' 42" W	Winnie, TX (1) Distance to 48 5.5 Miles (2) Direction to 48 N. N.E.	ANAHUAC (1) Distance from structure to nearest point of nearest runway 11 Miles (2) Direction from structure to airport West, S.W.

5. Height and Elevation (Compute to the nearest foot)

A. Elevation of site above mean sea level	27'
B. Height of Structure including all appurtenances and lighting (if any) above ground, or water if so situated	98'
C. Overall height above mean sea level (A + B)	125'

When location of site with respect to highways, streets, airports, prominent terrain features, existing structures, etc. Attach a U.S. Geological Survey quadrangle map or map showing the relationship of construction site to nearest airport(s). (If more space is required, continue on a separate sheet of paper and attach to this notice.)

One Mile North of HWY-65 off FM-1410; Chambers County, Texas

Notice is required by Part 77 of the Federal Aviation Regulations (14 C.F.R. Part 77) pursuant to Section 1101 of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1101). Persons who knowingly and willfully violate the Notice requirements of Part 77 are subject to a fine (criminal penalty) of not more than \$500 for the first offense and not more than \$2,000 for subsequent offenses, pursuant to Section 805(a) of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1172(a)).

I HEREBY CERTIFY that all of the above statements made by me are true, complete, and correct to the best of my knowledge. In addition, I agree to obstruction mark and/or light the structure in accordance with established marking & lighting standards if necessary.

Date 04/13/92
Typed Name/Title of Person Filing Notice Jamal Fakory, Engineer

Signature *Jamal H.*